

**UNITED STATES TRANSPORTATION COMMAND  
(USTRANSCOM)**

**Contract No. FA4428-06-D-0018-P0008  
Door-To-Door Transportation of Perishable Subsistence**

**Awarded to: Federal Express Corporation**

Released under FOIA 09-64  
FOIA Exemption 5 U.S.C. 552(b)(6) applies

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 21	
2. CONTRACT NO. FA4428-06-D-0018-P00008		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		CODE HTC711		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>		CODE	
17a. CONTRACTOR/OFFEROR FEDERAL EXPRESS CORPORATION (b)(6) 101 N SEPULVEDA BLVD FL 3 EL SEGUNDO CA 90245-4318  TEL. 310-563-4176		CODE 4R1C3  FACILITY CODE		18a. PAYMENT WILL BE MADE BY POWERTRACK PAID BY POWERTRACK VIA ELECTRONIC TRANSMISSION SCOTT AFB IL 62225		CODE PWRTRK	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$66,402,274.89 EST</b>		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)  
Prescribed by GSA  
FAR (48 CFR) 53.212

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

PAGE 2 OF 21

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE ATTACHMENT 1</b>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL

☐ FINAL

☐ COMPLETE

☐ PARTIAL

☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK  
Prescribed by GSA  
FAR (48 CFR) 53.212



CONTINUATION OF SF1449

1. Continuation of Block 18a. In accordance with Management Reform Memorandum 15 (MRM#15), the Department of Defense has directed the use of U.S. Bank's PowerTrack as the paying and tracking mechanism on all transportation contracts. PowerTrack is an automated on-line payment processing and transaction tracking system that supports logistical transactions. It consists of five primary functions: (1) electronic data transmission, (2) payment approval process, (3) electronic payment and billing, (4) communication for dispute resolution, and (5) customized data analysis.

The contractor shall begin using PowerTrack for billing and payment processing at the start of the contract. Prior to the contract start date, the contractor shall contact U.S. Bank and arrange for system set-up, training, and project management/implementation. In addition, the contractor shall sign and execute an agreement with U.S. Bank and contractor shall be responsible for any associated processing fees.

2. Continuation of Blocks 19 – 24. Performance of this contract shall begin 1 Oct 06, or date of award if subsequent thereto. It shall continue through 30 Sep 07, (30 Sep 08, if Option Year One is exercised, 30 Sep 09, if Option Year Two is exercised, 30 Sep 10, if Option Year Three is exercised, 30 Sep 11, if Option Year Four is exercised) unless terminated or canceled sooner under the provisions of this contract or unless extended pursuant to FAR 52.217-8.

3. Block 20 Ordering. The only agencies authorized to place orders against this contract are the Defense Commissary Agency and the Defense Logistics Agency. For this contract, the term delivery order or task order used in FAR 52.216-8, is synonymous with Commercial Bill of Lading (CBL) or Government Bill of Lading (GBL). The Government will issue each order to the contractor at time of shipment pick-up.

4. INCORPORATION OF SUBCONTRACTING PLAN

a. IAW FAR 52.219-9, "Small Business Subcontracting Plan", the contractor's subcontracting plan from 01 June 2008 to 31 May 2009.

\* Modification P00007 dated 20 Dec 2008

b. Future Subcontracting Plans under this contract will be automatically incorporated by reference.

\* Modification P00005 dated 09 September 08.

5. Future Subcontracting Plans under this contract will be automatically incorporated by reference.

6. PRICING SCHEDULE (Continuation of SF 1449 Blocks 19 – 24) See Attachment 1, pages 1 – 10.

\*Modification P00008

CONTRACTOR REQUIRED INSURANCE

The contractor shall procure and maintain a level of insurance coverage commensurate with the commercial standard and in accordance with the host nation's statutory limits during the entire period of performance under this contract.

CIVIL RESERVE AIR FLEET (CRAF)

The contractor shall be a US registered air carrier operating under Federal Aviation Regulation, Part 121 and possessing a current operating certificate issued by the FAA. Additionally, prior to contract performance, the contractor must be under contract with the Air Mobility Command (AMC) to commit fleet in wide-body equivalents to the CRAF and must maintain commitment to the CRAF for the duration of the contract.



ECONOMIC PRICE ADJUSTMENT

(a) In order to protect the contractor and government against significant market fluctuations, the unit prices shall be adjusted on 1 Oct of each Option Year beginning 1 Oct 2007. The adjustment shall be based on the North American Industrial Classification System (NAICS) Index for International Expedited Courier Services (NAICS 492110202). In the event publication of the index is discontinued, the parties shall agree upon an appropriate substitute index.

(b) Index figures subsequently revised by the Bureau of Labor Statistics (e.g., amending formerly released indices by removing or replacing components within the index, describing revisions by footnote or appendix, significantly altering the method of calculating the index, or any other method) shall not warrant a retroactive price adjustment under the terms and conditions of this contract.

(c) Price adjustments shall be executed via a contract modification.

(d) The formula for determining the adjusted unit prices for the Option Year is -

Adjusted Unit Price =  $\frac{I_2}{I_1} \times P$

Where:

P = Base contract unit price listed in the Schedule. These prices are fixed and establish the base for all adjustments to future option years.

I1 = Index for Base Period (average of the index figures for the 12 month period from Jun 2005 through May 2006. This figure will be provided by contract modification after index data for that period is finalized. This number will not change for the life of the contract.

I2 = Index for the Adjustment Period is the average of the index figures for the most recent 12 month period ending 4 months prior to start of the next option period:

Option Year 1 = Average of index figures from Jun 2006 through May 2007

Option Year 2 = Average of index figures from Jun 2007 through May 2008

Option Year 3 = Average of index figures from Jun 2008 through May 2009

Option Year 4 = Average of index figures from Jun 2009 through May 2010

EXAMPLE:

Contract performance start date is 01 Oct 06. The first price adjustment will take place on 1 Oct 07.

Sample Index:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2005						123.2	124.7	124.2	125.8	126.8	128.4	130.5
2006	132.4	131.0	131.9	131.9	134.8	134.8	133.8	135.7	136.2	139.0	143.3	143.3
2007	153.5	153.3	153.3	153.3	153.3							

P = \$2.34

I1 = Avg from Jun 2005 through May 2006

$(123.2 + 124.7 + 124.2 + 125.8 + 126.8 + 128.4 + 130.5 + 132.4 + 131.0 + 131.9 + 131.9 + 134.8) / 12 = 128.8$

I2 = Avg from Jun 2006 through May 2007

$(134.8 + 133.8 + 135.7 + 136.2 + 139 + 143.3 + 143.3 + 153.5 + 153.3 + 153.3 + 153.3 + 153.3) / 12 = 144.4$

$[(144.4 / 128.8) \times \$2.34] = [1.1211 \times 2.34] = 2.6234 \sim \$2.62$

CLAUSES INCORPORATED BY REFERENCE

52.232-18	Availability Of Funds	APR 1984
52.222-50	Combating Trafficking in Persons	AUG 2007
* P00004	Modification dtd 18 Oct 2007	
2.52.222-7002	Compliance With Local Labor Laws (Overeas)	JUN 1997

## CLAUSES INCORPORATED BY FULL TEXT

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

For the purposes of this clause blank (a) is completed as follows:

(a) Government liquidated damages of 14% of the Transportation Costs per calendar day of delay.

## CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2007)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.



(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.



(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58,

Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that

Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2007) \*Modification P00004 dtd 18 Oct 2007

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:



- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- \_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- \_\_\_ (4) [Reserved]
- \_\_\_ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.
- \_\_\_ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- X (8) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2007)(15 U.S.C. 637 (d)(4).)
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- X (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- \_\_\_ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- \_\_\_ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- X (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- \_\_\_ (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2007) (E.O. 13126).
- X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).



X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

X (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_\_\_ (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

\_\_\_ (ii) Alternate I (Aug 2007) of 52.222-50.

\_\_\_ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (26) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

\_\_\_ (27) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (28) 52.225-5, Trade Agreements (Aug 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (29) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (30) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Aug 2006) (42 U.S.C. 5150).

\_\_\_ (31) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2006) (42 U.S.C. 5150).

\_\_\_ (32) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (33) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (34) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

\_\_\_ (35) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

X (36) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

\_\_\_ (37) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (38) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007)(31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).



(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Oct 06 (or date of award if subsequent thereto) through 30 Sep 07 for the base period, 01 Oct 07 through 30 Sep 08 if the first option year exercised, 01 Oct 08 through 30 Sep 09 if the second option year is exercised, 01 Oct 09 through 30 Sep 10 if the third option year is exercised, and 01 Oct 10 through 30 Sep 11 if the fourth option year is exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 200 lbs (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 60,000 lbs (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of 60,000 lbs (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within 2 days (excluding emergency purchases) that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)



52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 7 days after expiration of the contract. (End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least 15 calendar days prior to expiration of the existing contract.  
(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor not later than 15 calendar days prior to expiration of the existing contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.  
(End of clause)

52.228-3 -- Workers' Compensation Insurance (Defense Base Act) (Apr 1984)

The Contractor shall

(a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of Clause) (added by P00007 dtd 20 Dec 08)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Supplement to the Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ☐ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ☐ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) ☐ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(4) ☐ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).



- (5) \_\_\_ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).
- (6) \_\_\_ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) X 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (OCT 2006) of 252.225-7036.
- (13) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) \_\_\_ 252.232-7003, Electronic Submission of Payment Requests (MAR 2007) (10 U.S.C. 2227).
- (18) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.
- (iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.
- (iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.
- (21) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:



- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of clause)

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003)

(c) None

5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)

(a) In performing work under this contract on a Government installation, the contractor shall:

- (1) Comply with the specific health and safety requirements established by this contract;
- (2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;
- (3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
- (4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract. (End of clause)

TCAQ 07-03 TASK AND DELIVERY ORDER OMBUDSMAN. (Jan 2007) Modification A00002 dtd 19 Mar 2007

In accordance with FAR 16.505(b)(5), the following individual is designated Ombudsman, for all awarded Pacific Perishable contracts. The Ombudsman is an independent official designated to review complaints and to ensure contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Consulting the ombudsman does not alter or postpone the timelines for any other processes. Interested parties should first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. If resolution cannot be made by the contracting officer, concerned parties may contact:

Mr. Dale Huegen  
Deputy Director, Acquisition  
Directorate of Acquisition  
Telephone Number: 618-256-4292 FAX: 618-256-4702  
Email Address: [dale.huegen@ustranscom.mil](mailto:dale.huegen@ustranscom.mil)

**PERFORMANCE WORK STATEMENT (PWS)**

**DOOR-TO-DOOR TRANSPORTATION OF PERISHABLE SUBSISTENCE**

~~AMC HEADQUARTERS~~  
~~15 Jun 2006~~

~~USTRANSCOM~~  
~~19 DEC 2008~~

USTRANSCOM  
06 FEB 2009

**1. DESCRIPTION OF SERVICES.** Provide on-time scheduled door-to-door transportation of perishable subsistence for the Defense Commissary Agency (DeCA) and the Defense Logistics Agency (DLA). Cold Chain transportation will be required from San Francisco to various locations in Japan, Korea, Guam, Okinawa and Singapore. Door-to-door transportation shall include pick-up of shipment from customer processing facility, transportation of product, customs clearance, complying with inspection requirements, temporary refrigerated storage (if required), sorting, fumigation (if required), destruction (if required) and delivery to the consignee. Emergency shipments may be required from various locations on the West coast for delivery to the Pacific region.

**1.1. Shipments**

1.1.1. Will consist of fresh fruits and vegetables (FF&V), chilled fish, live lobster frozen processed foods and dry subsistence.

1.1.2. Prior to pick-up by the contractor, the perishable cargo will be pre-cooled, insulated, iced, palletized and ready for shipment. All cargo will be packaged for a 72 hour transit time. All necessary documentation including inspection certificates and pulp temperature readings will be provided to the contractor at the time of pick-up.

1.1.2.1. The pulp temperature will be taken at the warehouse facility prior to contractor pick-up and the contractor is responsible for maintaining that temperature to within a five degree (Fahrenheit) variance throughout the transit time. This requirement does not apply to shipments for dry subsistence.

1.1.2.2. Contractor shall provide temporary refrigeration storage at the airport while awaiting customs clearance in the event that a shipment is opened, and, refrigerated trucks for delivery of perishables to their final destinations.

1.1.2.2.1. Produce not selected as a sample for custom clearance is not to be exposed to the ambient temperature for over ten minutes.

1.1.3. The contractor shall transport the total shipment ordered. Shipments include all cargo destined for a single customer (i.e. the order could range from less than a full pallet to multiple pallets).

1.1.3.1. If a shipment exceeds the maximum pounds per shipment (60,000 lbs) at any one time, the contractor shall make every effort to transport the shipment in a timely manner.

1.1.3.2. During the months of April through September, shipment volumes may increase and will require a shipment to be broken up into two partial loads. The first shipment may be picked up one day earlier than scheduled, requiring overnight refrigeration storage at the destination country. This will allow delivery to remain as scheduled.

1.1.4. The contractor is required to apply wet ice to perishables after fumigation and is responsible for the destruction of gel ice packs, insulation materials or any other disposable items.

1.1.5. Emergency requirements. The customer will notify the contractor of emergency requirements and the contractor shall respond within 24 hours of notification in order to establish pick-up and delivery times.

1.1.6. The contractor shall provide duty-free customs clearance for all shipments. The government will be responsible for providing all applicable customs documentation necessary for shipment.

**1.2. Inspections**



1.2.1. The contractor may inspect the shipment at time of pick-up to determine its condition. The contractor shall advise the customer of any spoiled or damaged item(s). The customer shall determine if the item(s) are to be shipped. If the customer determines the perishables are shippable, the contractor shall annotate the shipping and receiving documents to reflect the conditions of the perishables presented by the customer for shipping.

1.2.2. Government inspection and acceptance of services will be accomplished at the final destination points where the cargo manifest/acceptance document is signed and annotated with date and time of delivery by an authorized Government representative.

1.2.2.1. The contractor will email/fax this proof of delivery to the customer and to the ACO weekly.

**1.2.3. Korea-specific requirements:**

1.2.3.1. An estimated four sample pallets per shipment are to be delivered to Bldg S5499 on Yongsan Army Post where Army Veterinary inspectors will conduct an insect inspection. Contractor will be responsible for offloading the sample pallets from the truck, breaking down each pallet to individual cartons for the inspection (expected to take between one and two hours) and repack the cartons and load onto the pallet after inspection. The pallets will then be loaded back onto the awaiting truck.

1.2.3.2. The Army Veterinary Service entomologist will place any produce in question on medical hold and will release it only upon identification of insects. This complete process will take no more than 15 hours, making it possible for medically held items to be picked up the following morning at 0800. This delay will not be considered contractor-controllable.

1.2.3.3. If a produce item is found to have a non-indigenous insect, the contractor shall be required to re-wrap the opened cartons in fly mesh screen and transport it to a certified destruction facility for disposal. Contractor shall also pick up all items identified to be infested that were already delivered to consignee and transport them to destruction facility. Destruction fees will be paid on a reimbursable basis. Receipts for destruction services must be submitted with invoices.

**1.3. Delivery**

1.3.1. **On-time Performance:** The contractor shall pick-up and deliver the total ordered amount (shipment), within the time slots stated in Appendix B or the agreed to date/time for emergency shipments.

1.3.1.1. **Delivery Commitment Guarantee:** Contractor shall make delivery of all shipments on the scheduled date (unless adjusted due to holiday) listed in Appendix B. Contractor must meet this delivery commitment (applies to both scheduled and emergency shipments) or the shipper will be entitled to a shipper-initiated credit, refer to Para 3 (c) of the contract clauses.

1.3.1.2. If credit is requested by shipper within 30 days of the contractually required delivery date, the contractor shall either reduce their next invoice or credit the customer's account for those shipments that do not meet the delivery commitment.

1.3.1.3. In the event a delivery cannot occur during normal business hours, the contractor may contact the consignee to see if they will accept the shipment after hours. If the customer will remain open to accept delivery, the shipment will not be entitled to a credit, but will still be considered late. This will be done on an exception basis only.

1.3.2. **Excusable Delay:** Shipments delayed due to contractor-uncontrollable reasons will not be considered late (i.e., Japanese customs destroys shipment due to infestation.). Determination as to whether the delay is controllable or uncontrollable will be at the discretion of the ACO.

1.3.3. **Service Interruptions:** Prior to the beginning of the contract year and each option year, the contractor shall provide the customer with a list of expected service interruptions such as foreign holidays or dates and/or times when customs inspectors are not available to process shipments and the contractor is prevented from

performing full service. Any unexpected service interruptions that could impact the delivery schedule should be brought to the customer's attention immediately. Shipments will not be scheduled on federal holidays.

**1.4. Intransit visibility:** Provide Intransit Visibility (ITV) for all shipments from the time of pick-up to the time of delivery using a government-furnished transportation control number (TCN), shipper's reference number, and the contractor's unique identifying Commercial Bill of Lading or Government Bill of Lading (for Korea) number.

1.4.1. ITV information shall include as a minimum: dates and times for shipment origin, trans-shipment points, destination arrival time, proof of delivery with consignee's name and reason for any delays. When shipments are delivered without obtaining a signature, the ITV system shall record the location where the shipment was left.

1.4.2. Update ITV shipment status information commensurate with commercial customers.

1.4.3. Provide ITV information via the Internet and toll free telephone service (CONUS locations 24-hour service; OCONUS locations during normal business hours).

#### **1.5. Notification/Reports**

1.5.1. **Delay Notification:** The Contractor shall notify the customer of any delays. An email/fax explanation as to the cause of delay and what action has been taken to preclude a recurrence shall be provided within three business days to the ACO. A copy of this explanation shall be provided to the customer.

1.5.2. **Pre-Alert Notification:** When shipments arrive in the destination country, the contractor shall provide telephone or e-mail pre-alert notices to each consignee to inform them of estimated time of delivery.

1.5.3. **Weekly Report:** The contractor shall provide each customer with a weekly report, through e-mail, relating the agricultural clearance and delivery of shipments. The report is to include a list of items shipped, what items were fumigated or destroyed, date/time shipment arrived at each individual airport, date/time clearance was completed, and date/time delivery was made to each consignee to include any problems and applicable photos. In addition, the report is to reflect the pulp temperature at time of pickup and delivery. Reports are due by close of business (COB) Monday for the previous week. When a holiday falls on Monday, the reports are due by COB on Tuesday.

1.5.4. **Monthly Report:** The contractor shall provide each customer and the ACO with a monthly report, through e-mail, that includes the following information: date of shipment, date of delivery, TCN and Airway Bill number, time received at end location, recipient name, consignee location, weight in lbs per shipment, and shipment cost. Submit reports via email by the 15<sup>th</sup> of each month.

**2. SERVICE DELIVERY SUMMARY (SDS):** The SDS represents the most important contract objectives. While the contractor is fully expected to comply with all requirements in the PWS, the government's assessment of contractor performance will focus mainly on the objectives listed in the SDS.

	Performance Objective	Paragraph	Performance Threshold
1.	On time delivery of shipments	1.3.1.	Less than 8 late shipments in a calendar month
2.	Provide notifications	1.5.1., 1.5.2.	100% of the time
3.	Provide reports by specified date	1.5.3., 1.5.4.	Less than 2 late reports in a calendar month.



### **3. GENERAL INFORMATION:**

#### **3.1. Quality Programs.**

3.1.1. The contractor shall utilize his or her commercial quality control program and procedures to identify, prevent and ensure non-recurrence of defective services. The government will evaluate the contractor's performance throughout the life of the contract through on-site observations and records reviews.

3.1.2. The ACO may request status and performance review meetings to be held at a government location at no additional charge. Meetings shall be held on an as-needed basis. The purpose of the meetings will be to discuss contract performance and address contractor/customer concerns.

**3.2. Security:** While on military installations or on military portions of civil installations, contractor personnel shall comply with security regulations promulgated by the military installation commander. Security regulations are directive in nature and shall be adhered to by all contractor personnel. In addition, the contractor shall (consistent with their commercial procedures), provide a method to protect the integrity and proper functioning of all equipment and systems involved in the operation of this contract. Any equipment and information processing systems containing government information shall have security measures to protect against unauthorized disclosure.

**3.3. Contractor Personnel:** Not later than 5 days after contract award, the contractor shall identify to the Contracting Officer (CO), the name, address, and telephone number of the point of contact for administrative matters.

**3.4. Post Award:** The government will hold a post-award conference to identify key Government personnel, discuss roles and responsibility of each person, and clarify contract implementation issues. Applicable Points of Contact to include email addresses, phone and fax numbers will be provided. The contractor shall ensure key personnel from their organization attend this conference.

## APPENDIX A

### DEFINITIONS

**Cold Chain:** A logistics process where temperature-sensitive cargo will maintain its integrity through multi-modal movement and be kept in ambient facilities to ensure 100% quality, freshness, and customer satisfaction.

**Consignee:** The recipient (unit, commissary, MWR facility) to whom cargo is addressed or consigned for final delivery.

**Consignor:** The originator of a shipment.

**Contracting Officer (CO):** The duly appointed government agent authorized to award and/or administer contracts. The CO is the only person authorized to contractually obligate the government or interpret the contract.

**Customer:** The customers for this PWS are Defense Commissary Agency (DeCA) and the Defense Logistics Agency (DLA).

**Delivery:** Delivery of a shipment to the consignee receiving dock unless other arrangements are made between consignor and the contractor.

**Emergency Requirements:** Non-scheduled shipment of subsistence that needs to be expedited. Pick up and delivery times will be coordinated between customer and contractor.

**Federal Holidays:**

New Year's Day	Independence Day	Veteran's Day
Martin Luther King Jr's Birthday	Labor Day	Thanksgiving Day
President's Day	Columbus Day	Christmas Day
Memorial Day		

**Government Bill of Lading:** A contract between the shipper and the contractor whereby the contractor agrees to furnish transportation service subject to the conditions printed on the reverse side of the bill of lading.

**International Holidays:** A day in which custom or law within a foreign country or territory dictates a cessation of general business activity to celebrate or commemorate a particular event. The Contractor shall observe international holidays commensurate with commercial practice.

**Shipment:** All cargo destined for a single consignee.



**REVISED APPENDIX B (P00008 dtd 06 Feb 09)  
DELIVERY SCHEDULE**

Pick up of shipments will occur between 1300-2200 on the days listed below for each location.

<b>LOCATION</b>	<b>PICK UP</b>	<b>DELIVERY</b>
Anderson AB, Guam	Wed	1600 -1800 Fri
Anderson AB, Guam	Fri	1000 -1200 Mon
Orote, Guam	Wed	1600 -1800 Fri
Orote, Guam	Fri	0800-1000 Mon
Yongsan, Korea	Mon & Wed	1300 -1600 Wed & Fri
Osan, Korea	Mon & Wed	1500 -1800 Wed & Fri
Taegu, Korea	Tues	0700 – 0900 Fri
Dragon Hill Lodge, Yongsan, Korea	Tues	1400 – 1600 Thur
Camp Humphreys (delivered to Dragon Hill Lodge)	Tues	1400 – 1600 Thurs
Camp Kim, Yongsan, Korea	Tues	1400 – 1600 Thur
Camp Casey, Tongduchon, Korea	Tues	1500 – 1800 Thur
NAF Atsugi Ayase City, Japan	Tuesday & Saturday	Saturday & Wednesday 0900 – 1200
MCAS Iwakuni, Japan	Tuesday & Saturday	Saturday & Wednesday 0700 - 1000
New Sanno Hotel Tokyo, Japan	Tuesday	0900 - 1200 Saturday
Camp Zama, (Sagamihara) Toyko	Tuesday & Saturday	Saturday & Wednesday 0700 – 1000
Yokoto Air Base, Toyko, Japan	Tuesday & Saturday	Saturday & Wednesday 0700 – 1000
Misawa Air Base, Japan	Tuesday & Saturday	Saturday & Wednesday 0700 – 1000
Sasebo Naval Base, Japan	Tuesday & Saturday	Saturday & Wednesday 0700 – 1000
Hario Commissary, Japan	Tuesday & Saturday	Saturday & Wednesday 0700 – 1000
Yokosuka Naval Base, Japan	Tuesday & Saturday	Saturday & Wednesday 0700 – 1000
Camp Kinser, Okinawa	Tuesday	0700 - 1000 Saturday
Camp Kinser, Okinawa (DeCA)	Tuesday & Saturday	Monday & Friday 0700 - 1000
Kadena	Tuesday & Saturday	Monday & Friday 0700 – 1200
Camp Foster	Tuesday & Saturday	Monday & Friday 0700 - 1200
Camp Courtney	Tuesday & Saturday	Monday & Friday 0700 - 1200

**DUE TO HIGHER SHIPMENT VOLUME DURING THE MONTHS OF APRIL THROUGH SEPTEMBER, THE CONTRACTOR MAY PICK-UP A PORTION OF EACH WEEK'S SHIPMENT ON THE DAY PRIOR TO SCHEDULED (IF NEEDED) BETWEEN THE HOURS OF 1300-2200 AND THE REMAINDER OF THE SHIPMENT ON THE REGULARLY SCHEDULED DAY. THE PORTION OF THE SHIPMENT THE CONTRACTOR MAY PICK-UP EARLY WILL NOT EXCEED 40,000 POUNDS. ALL SHIPMENTS MUST STILL BE DELIVERED AS A COMPLETE ORDER.**

**REVISED APPENDIX B (P00008 dtd 06 Feb 09)**  
**DELIVERY SCHEDULE**

Pick up of shipments will occur between 1300-2200 on the days listed below for each location.

<b>LOCATION</b>	<b>PICK UP</b>	<b>DELIVERY</b>
Anderson AB, Guam	Wed	1600 -1800 Fri
Anderson AB, Guam	Fri	1000 -1200 Mon
Orote, Guam	Wed	1600 -1800 Fri
Orote, Guam	Fri	0800-1000 Mon
Yongsan, Korea	Mon & Wed	1300 -1600 Wed & Fri
Osan, Korea	Mon & Wed	1500 -1800 Wed & Fri
Taegu, Korea	Tues	0700 – 0900 Fri
Dragon Hill Lodge, Yongsan, Korea	Tues	1400 – 1600 Thur
Camp Humphreys (delivered to Dragon Hill Lodge)	Tues	1400 – 1600 Thurs
Camp Kim, Yongsan, Korea	Tues	1400 – 1600 Thur
Camp Casey, Tongduchon, Korea	Tues	1500 – 1800 Thur
NAF Atsugi Ayase City, Japan	Tuesday & Saturday	Saturday & Wednesday 0900 – 1200
MCAS Iwakuni, Japan	Tuesday & Saturday	Saturday & Wednesday 0700 - 1000
New Sanno Hotel Tokyo, Japan	Tuesday	0900 - 1200 Saturday
Camp Zama, (Sagamihara) Toyko	Tuesday & Saturday	Saturday & Wednesday 0700 – 1000
Yokoto Air Base, Toyko, Japan	Tuesday & Saturday	Saturday & Wednesday 0700 – 1000
Misawa Air Base, Japan	Tuesday & Saturday	Saturday & Wednesday 0700 – 1000
Sasebo Naval Base, Japan	Tuesday & Saturday	Saturday & Wednesday 0700 – 1000
Hario Commissary, Japan	Tuesday & Saturday	Saturday & Wednesday 0700 – 1000
Yokosuka Naval Base, Japan	Tuesday & Saturday	Saturday & Wednesday 0700 – 1000
Camp Kinser, Okinawa	Tuesday	0700 - 1000 Saturday
Camp Kinser, Okinawa (DeCA)	Tuesday & Saturday	Monday & Friday 0700 - 1000
Kadena	Tuesday & Saturday	Monday & Friday 0700 – 1200
Camp Foster	Tuesday & Saturday	Monday & Friday 0700 - 1200
Camp Courtney	Tuesday & Saturday	Monday & Friday 0700 - 1200

**DUE TO HIGHER SHIPMENT VOLUME DURING THE MONTHS OF APRIL THROUGH SEPTEMBER, THE CONTRACTOR MAY PICK-UP A PORTION OF EACH WEEK'S SHIPMENT ON THE DAY PRIOR TO SCHEDULED (IF NEEDED) BETWEEN THE HOURS OF 1300-2200 AND THE REMAINDER OF THE SHIPMENT ON THE REGULARLY SCHEDULED DAY. THE PORTION OF THE SHIPMENT THE CONTRACTOR MAY PICK-UP EARLY WILL NOT EXCEED 40,000 POUNDS. ALL SHIPMENTS MUST STILL BE DELIVERED AS A COMPLETE ORDER.**



**APPENDIX C**  
**HISTORICAL DATA:**

The following data represents the most current 12 months available--May 05 through April 06.

**Scheduled Shipments (# of shipments and pounds moved)**

	<b>0-999 lbs</b>		<b>1000-1999 lbs</b>		<b>2000+ lbs</b>		<b>Total pounds</b>
Anderson AB, Guam		0		0	(102)	836,258	836,258
Orote, Guam		0		0	(101)	895,947	895,947
Yongsan AB, Korea		0		0	(101)	1,464,818	1,464,818
Osan AB, Korea		0		0	(101)	606,539	606,539
Taegu, Korea		0		0	(52)	343,150	343,150
Dragon Hill Lodge, Korea		0		0	(52)	524,337	524,337
Camp Kim, Korea		0	(5)	9,541	(47)	160,517	170,058
Camp Casey, Korea		0	(15)	24,024	(37)	94,322	118,346
Camp Humphreys, Korea	(15)	11,176	(37)	51,648		0	62,824
NAF Atsugi Ayase City		0		0	(51)	193,074	193,074
MCAS Iwakuni, Japan		0	(15)	26,236	(36)	102,135	128,371
New Sanno Hotel, Toyko	(3)	2,594	(48)	61,125		0	63,719
Camp Zama, Sagamihara, Toyko		0	(1)	1,893	(50)	149,178	151,071
Yokota AB, Japan		0		0	(52)	416,158	416,158
Misawa AB, Japan		0		0	(51)	402,497	402,497
Sasebo Naval Base, Japan	(1)	908	(35)	54,150	(15)	34,829	89,887
Yokosuka Naval Base, Japan		0		0	(51)	542,571	542,571
Hario Commissary, Japan	(26)	19,133	(25)	30,161		0	49,294
Camp Kinser, Okinawa		0	(46)	61,654	(5)	11,356	73,010

**Ad Hoc Shipments (in pounds)**

	<b>GUAM</b>	<b>SINGAPORE</b>	<b>YOKOHAMA</b>	<b>FUKUOKA</b>	<b>THAILAND</b>
<b>MAY 05</b>	89,758				
<b>JUN 05</b>	372,756	31,063			
<b>JUL 05</b>	463,596	18,499			
<b>AUG 05</b>	39,593	2,023	4,894		
<b>SEP 05</b>		3,682	10,323	55,052	
<b>OCT 05</b>	3,390		73,597		
<b>NOV 05</b>			24,133	18,379	
<b>DEC 05</b>			32,580	708	
<b>JAN 06</b>	181,485	346,066	16,151		
<b>FEB 06</b>	33,854	56,538			
<b>MAR 06</b>	42,254	170,115		23,859	
<b>APR 06</b>	10,093	122,025	9,503	37,400	1,887
<b>TOTALS</b>	<b>1,236,779</b>	<b>750,011</b>	<b>171,181</b>	<b>135,398</b>	<b>1,887</b>

**Yearly Totals**

	<b>KOREA</b>	<b>JAPAN</b>	<b>GUAM</b>
<b>FY03</b>	4,094,463 lbs	4,018,892 lbs	2,636,024 lbs
<b>FY04</b>	4,064,066 lbs	2,756,911 lbs	2,247,008 lbs
<b>FY05</b>	3,475,981 lbs	2,777,180 lbs	2,362,886 lbs

Item Number	Supplies/Services		Est. Qty	Unit	Unit Price	Amount
0001	Scheduled & Ad hoc deliveries Option Year One: 01 Oct 06 30 Sep 07. Scheduled and Ad hoc deliveries of Fresh Fruits and Vegetables IAW the attached PWS.					
0001AA	Korea		3,295,165	Pound	\$1.37	\$4,514,376.05
	Destinations:  Yongsan, Korea Osan, Korea Taegu, Korea Dragon Hill Lodge, Yongsan, Korea Camp Humphreys (Delivered to Dragon Hill Lodge), Korea Camp, Kim, Korea Camp Casey, Tongduchon, Korea					
0001AB	Japan		2,174,744	Pound	\$1.83	\$3,979,781.52
	Destinations:  NAF Atsugi Ayase City, Japan MCAS Iwakuni, Japan New Sanno Hotel Tokyo, Japan Camp Zama, (Sagamihara), Tokyo Yokota Air Base, Japan Misawa Air Base, Japan Sasebo Naval Base, Japan Hario Commissary, Japan Yokosuka Naval Base, Japan					
0001AC	Guam		3,524,414	Pound	\$2.10	\$7,401,269.40
	Destinations:  Anderson Air Base, Guam Orote, Guam					
0001AD	Okinawa		73,010	Pound	\$2.65	\$193,476.50
	Destination: Camp Kinser, Okinawa  Minimum guarantee of 1000 pounds per shipment.					
0001AE	Singapore		422,079	Pound	\$1.46	\$616,235.34
	Non scheduled (ad hoc) shipments.					
0002	Ad hoc Shipments					\$0.00
	All non scheduled shipments of Fresh Fruits and Vegetables will be shipped under this CLIN.  Originations: West Coast of the United States  Destination: Pacific locations not specifically identified in the contract.  All shipments will be discounted at 50% off the commercial rate.					



Item Number	Supplies/Services		Est. Qty	Unit	Unit Price	Amount
0003	Dry Subsistence			Pound		\$0.00
	Scheduled and Ad hoc delivers of "Dry Subsistence" IAW the attached PWS.					
0003AA	Japan		168,477	Pound	\$1.78	\$299,889.06
	Destinations: NAF Atsugi Ayase City, Japan MCAS Iwakuni, Japan New Sanno Hotel Tokyo, Japan Camp Zama, (Sagamihara), Tokyo Yokota Air Base, Japan Misawa Air Base, Japan Sasebo Naval Base, Japan Hario Commissary, Japan Yokosuka Naval Base, Japan  Minimum guarantee of 200 pounds per shipment.					
0003AB	Singapore		327,932	Pound	\$1.40	\$459,104.80
	Minimum guarantee of 200 pounds per shipment.					
0003AC	Guam		124,596	Pound	\$1.93	\$240,470.28
	Minimum guarantee of 200 pounds per shipment.					
0004	Destructive Services					\$0.00
	Reimbursement of Destructive Services in Korea for infested shipments. Receipts for destructive services must be submitted with invoices IAW PWS PARA 1.2.3.3					

Item Number	Supplies/Services		Est. Qty	Unit	Unit Price	Amount
1001	Scheduled & Ad hoc deliveries Option Year One: 01 Oct 07 30 Sep 08. Scheduled and Ad hoc deliveries of Fresh Fruits and Vegetables IAW the attached PWS.					
1001AA	Korea		3,295,165	Pound	\$1.39	\$4,580,279.35
	Destinations:  Yongsan, Korea Osan, Korea Taegu, Korea Dragon Hill Lodge, Yongsan, Korea Camp Humphreys (Delivered to Dragon Hill Lodge), Korea Camp, Kim, Korea Camp Casey, Tongduchon, Korea					
1001AB	Japan		2,174,744	Pound	\$1.85	\$4,023,276.40
	Destinations:  NAF Atsugi Ayase City, Japan MCAS Iwakuni, Japan New Sanno Hotel Tokyo, Japan Camp Zama, (Sagamihara), Tokyo Yokota Air Base, Japan Misawa Air Base, Japan Sasebo Naval Base, Japan Hario Commissary, Japan Yokosuka Naval Base, Japan					
1001AC	Guam		3,524,414	Pound	\$2.12	\$7,471,757.68
	Destinations:  Anderson Air Base, Guam Orote, Guam					
1001AD	Okinawa		73,010	Pound	\$2.68	\$195,666.80
	Destination: Camp Kinser, Okinawa  Minimum guarantee of 1000 pounds per shipment.					
1001AE	Singapore		422,079	Pound	\$1.48	\$624,676.92
	Non scheduled (ad hoc) shipments.					
1002	Ad hoc Shipments					\$0.00



Item Number	Supplies/Services		Est. Qty	Unit	Unit Price	Amount
	<p>All non scheduled shipments of Fresh Fruits and Vegetables will be shipped under this CLIN.</p> <p>Originations: West Coast of the United States</p> <p>Destination: Pacific locations not specifically identified in the contract.</p> <p>All shipments will be discounted at 50% off the commercial rate.</p>					
1003	Dry Subsistence			Pound		\$0.00
	Scheduled and Ad hoc delivers of "Dry Subsistence" IAW the attached PWS.					
1003AA	Japan		168,477	Pound	\$1.80	\$303,258.60
	Minimum guarantee of 200 pounds per shipment.					
1003AB	Singapore		327,932	Pound	\$1.42	\$465,663.44
	Minimum guarantee of 200 pounds per shipment.					
1003AC	Guam		124,596	Pound	\$1.95	\$242,962.20
	Minimum guarantee of 200 pounds per shipment.					
1004	Destructive Services					\$0.00
	Reimbursement of Destructive Services in Korea for infested shipments. Receipts for destructive services must be submitted with invoices IAW PWS PARA 1.2.3.3					

Item Number	Supplies/Services		Est. Qty	Unit	Unit Price	Amount
2001	Scheduled & Ad hoc deliveries Option Year Two: 01 Oct 08 - 30 Sep 09. Scheduled and Ad hoc deliveries of Fresh Fruits and Vegetables IAW the attached PWS.					
2001AA	Korea		3,295,165	Pound	\$1.69	\$5,568,828.85
	Destinations: Yongsan, Korea Osan, Korea Taegu, Korea Dragon Hill Lodge, Yongsan, Korea Camp Humphreys (Delivered to Dragon Hill Lodge), Korea Camp, Kim, Korea Camp Casey, Tongduchon, Korea					
2001AB	Japan		3,666,329	Pound	\$3.33	\$12,208,875.57
	Destinations: NAF Atsugi Ayase City, Japan* MCAS Iwakuni, Japan* New Sanno Hotel Tokyo, Japan (DSCP) Camp Zama, (Sagamihara), Tokyo* Yokota Air Base, Japan* Misawa Air Base, Japan* Sasebo Naval Base, Japan* Hario Commissary, Japan* Yokosuka Naval Base, Japan*  * Weight breaks are only applicable for DeCA destinations.					
	WEIGHT IN POUNDS	PRICE PER LB				
	0 - 2999	\$3.33				
	3000 - 3999	\$3.10				
	4000 - 4999	\$2.77				
	5000 - 5999	\$2.59				
	6000+	\$2.25				
2001AC	Guam		3,524,414	Pound	\$2.58	\$9,092,988.12
	Destinations: Anderson Air Base, Guam Orote, Guam					
2001AD	Okinawa		119,895	Pound	\$3.26	\$390,857.70
	Destination: Camp Kinser, Okinawa Minimum guarantee of 1000 pounds per shipment. * Air/Air Service for DSCP					
2001AE	Singapore		422,079	Pound	\$1.80	\$759,742.20
	Non scheduled (ad hoc) shipments.					
2001AF	Okinawa		462,624	Pound	\$3.33	\$1,540,537.92



Item Number	Supplies/Services		Est. Qty	Unit	Unit Price	Amount
	Destinations: Camp Kinser, Okinawa (DeCA) Kadena Camp Foster Camp Courtney *Air/Ferry Service for DeCA					
	WEIGHT IN POUNDS	PRICE PER LB				
	0 - 2999	\$3.33				
	3000 - 3999	\$3.10				
	4000 - 49999	\$2.89				
	5000 - 5999	\$2.76				
	6000+	\$2.25				
2002	Ad hoc Shipments					\$0.00
	<p>All non scheduled shipments of Fresh Fruits and Vegetables will be shipped under this CLIN.</p> <p>Originations: West Coast of the United States</p> <p>Destination: Pacific locations not specifically identified in the contract.</p> <p>All shipments will be discounted at 50% off the commercial rate.</p>					
2003	Dry Subsistence			Pound		\$0.00
	Scheduled and Ad hoc delivers of "Dry Subsistence" IAW the attached PWS.					
2003AA	Japan		168,477	Pound	\$2.19	\$368,964.63
	Minimum guarantee of 200 pounds per shipment.					
2003AB	Singapore		327,932	Pound	\$1.72	\$564,043.04
	Minimum guarantee of 200 pounds per shipment.					
2003AC	Guam		124,596	Pound	\$2.37	\$295,292.52
	Minimum guarantee of 200 pounds per shipment.					
2004	Destructive Services					\$0.00
	<p>Reimbursement of Destructive Services in Korea for infested shipments. Receipts for destructive services must be submitted with invoices IAW PWS PARA 1.2.3.3</p>					



Item Number	Supplies/Services		Est. Qty	Unit	Unit Price	Amount
3001	Scheduled & Ad hoc deliveries Option Year Two: 01 Oct 09 30 Sep 10. Scheduled and Ad hoc deliveries of Fresh Fruits and Vegetables IAW the attached PWS.					
3001AA	Korea		3,295,165	Pound	\$0.00	\$0.00
	Destinations: Yongsan, Korea Osan, Korea Taegu, Korea Dragon Hill Lodge, Yongsan, Korea Camp Humphreys (Delivered to Dragon Hill Lodge), Korea Camp, Kim, Korea Camp Casey, Tongduchon, Korea					
3001AB	Japan		3,698,670	Pound	\$0.00	\$0.00
	Destinations: NAF Atsugi Ayase City, Japan MCAS Iwakuni, Japan New Sanno Hotel Tokyo, Japan (DSCP) Camp Zama, (Sagamihara), Tokyo Yokota Air Base, Japan Misawa Air Base, Japan Sasebo Naval Base, Japan Hario Commissary, Japan Yokosuka Naval Base, Japan					
	WEIGHT IN POUNDS	PRICE PER LB				
	01 - 2000	\$0.00				
	2001 - 3000	\$0.00				
	3001 - 4000	\$0.00				
	4001 - 5000	\$0.00				
	6000+	\$0.00				
3001AC	Guam		3,524,414	Pound	\$0.00	\$0.00
	Destinations: Anderson Air Base, Guam Orote, Guam					
3001AD	Okinawa		119,895	Pound	\$0.00	\$0.00
	Destination: Camp Kinser, Okinawa Minimum guarantee of 1000 pounds per shipment. * Air/Air Service for DSCP					
3001AE	Singapore		422,079	Pound	\$0.00	\$0.00
	Non scheduled (ad hoc) shipments.					

Item Number	Supplies/Services		Est. Qty	Unit	Unit Price	Amount
3001AF	Okinawa		693,936	Pound	\$0.00	\$0.00
	Destinations: Camp Kinser, Okinawa (DeCA) Kadena Camp Foster Camp Courtney *Air/Ferry Service for DeCA					
	WEIGHT IN POUNDS	PRICE PER LB				
	01 - 2999	\$0.00				
	3000- 3999	\$0.00				
	4000 - 4999	\$0.00				
	5000 - 5999	\$0.00				
	6000 +	\$2.25				
3002	Ad hoc Shipments					\$0.00
	All non scheduled shipments of Fresh Fruits and Vegetables will be shipped under this CLIN. Originations: West Coast of the United States Destination: Pacific locations not specifically identified in the contract. All shipments will be discounted at 50% off the commercial rate.					
3003	Dry Subsistence			Pound		\$0.00
	Scheduled and Ad hoc delivers of "Dry Subsistence" IAW the attached PWS.					
3003AA	Japan		168,477	Pound	\$0.00	\$0.00
	Minimum guarantee of 200 pounds per shipment.					
3003AB	Singapore		327,932	Pound	\$0.00	\$0.00
	Minimum guarantee of 200 pounds per shipment.					
3003AC	Guam		124,596	Pound	\$0.00	\$0.00
	Minimum guarantee of 200 pounds per shipment.					
3004	Destructive Services					\$0.00
	Reimbursement of Destructive Services in Korea for infested shipments. Receipts for destructive services must be submitted with invoices IAW PWS PARA 1.2.3.3					



Item Number	Supplies/Services		Est. Qty	Unit	Unit Price	Amount
4001	Scheduled & Ad hoc deliveries Option Year Two: 01 Oct 10 30 Sep 11. Scheduled and Ad hoc deliveries of Fresh Fruits and Vegetables IAW the attached PWS.					
4001AA	Korea		3,295,165	Pound	\$0.00	\$0.00
	Destinations: Yongsan, Korea Osan, Korea Taegu, Korea Dragon Hill Lodge, Yongsan, Korea Camp Humphreys (Delivered to Dragon Hill Lodge), Korea Camp, Kim, Korea Camp Casey, Tongduchon, Korea					
4001AB	Japan		3,698,670	Pound	\$0.00	\$0.00
	Destinations: NAF Atsugi Ayase City, Japan* MCAS Iwakuni, Japan* New Sanno Hotel Tokyo, Japan (DSCP) Camp Zama, (Sagamihara), Tokyo* Yokota Air Base, Japan* Misawa Air Base, Japan* Sasebo Naval Base, Japan* Hario Commissary, Japan* Yokosuka Naval Base, Japan*  * Weight breaks are only applicable for DeCA destinations.					
	WEIGHT IN POUNDS	PRICE PER LB				
	01 - 2000	\$0.00				
	2001 - 3000	\$0.00				
	3001 - 4000	\$0.00				
	4001 - 5000	\$0.00				
	6000+	\$0.00				
4001AC	Guam		3,524,414	Pound	\$0.00	\$0.00
	Destinations:  Anderson Air Base, Guam Orote, Guam					
4001AD	Okinawa		119,895	Pound	\$0.00	\$0.00
	Destination: Camp Kinser, Okinawa  Minimum guarantee of 1000 pounds per shipment.  * Air/Air Service for DSCP					
4001AE	Singapore		422,079	Pound	\$0.00	\$0.00
	Non scheduled (ad hoc) shipments.					

Item Number	Supplies/Services		Est. Qty	Unit	Unit Price	Amount
4001AF	Okinawa		693,936	Pound	\$0.00	\$0.00
	Destinations: Camp Kinser, Okinawa (DeCA) Kadena Camp Foster Camp Courtney * Air/Ferry Service for DeCA					
	WEIGHT IN POUNDS	PRICE PER LB				
	0 - 2999	\$0.00				
	3000 - 3999	\$0.00				
	4000 - 4999	\$0.00				
	5000 - 5999	\$0.00				
	6000+	\$2.25				
4002	Ad hoc Shipments					\$0.00
	All non scheduled shipments of Fresh Fruits and Vegetables will be shipped under this CLIN. Originations: West Coast of the United States Destination: Pacific locations not specifically identified in the contract. All shipments will be discounted at 50% off the commercial rate.					
4003	Dry Subsistence			Pound		\$0.00
	Scheduled and Ad hoc delivers of "Dry Subsistence" IAW the attached PWS.					
4003AA	Japan		168,477	Pound	\$0.00	\$0.00
	Minimum guarantee of 200 pounds per shipment.					
4003AB	Singapore		327,932	Pound	\$0.00	\$0.00
	Minimum guarantee of 200 pounds per shipment.					
4003AC	Guam		124,596	Pound	\$0.00	\$0.00
	Minimum guarantee of 200 pounds per shipment.					
4004	Destructive Services					\$0.00
	Reimbursement of Destructive Services in Korea for infested shipments. Receipts for destructive services must be submitted with invoices IAW PWS PARA 1.2.3.3					



Item Number	Supplies/Services		Est. Qty	Unit	Unit Price	Amount
3001	Scheduled & Ad hoc deliveries Option Year Two: 01 Oct 09 30 Sep 10. Scheduled and Ad hoc deliveries of Fresh Fruits and Vegetables IAW the attached PWS.					
3001AA	Korea		3,295,165	Pound	\$0.00	\$0.00
	Destinations: Yongsan, Korea Osan, Korea Taegu, Korea Dragon Hill Lodge, Yongsan, Korea Camp Humphreys (Delivered to Dragon Hill Lodge), Korea Camp, Kim, Korea Camp Casey, Tongduchon, Korea					
3001AB	Japan		3,698,670	Pound	\$0.00	\$0.00
	Destinations: NAF Atsugi Ayase City, Japan MCAS Iwakuni, Japan New Sanno Hotel Tokyo, Japan (DSCP) Camp Zama, (Sagamihara), Tokyo Yokota Air Base, Japan Misawa Air Base, Japan Sasebo Naval Base, Japan Hario Commissary, Japan Yokosuka Naval Base, Japan					
	WEIGHT IN POUNDS	PRICE PER LB				
	01 - 2000	\$0.00				
	2001 - 3000	\$0.00				
	3001 - 4000	\$0.00				
	4001 - 5000	\$0.00				
	6000+	\$0.00				
3001AC	Guam		3,524,414	Pound	\$0.00	\$0.00
	Destinations: Anderson Air Base, Guam Orote, Guam					
3001AD	Okinawa		119,895	Pound	\$0.00	\$0.00
	Destination: Camp Kinser, Okinawa Minimum guarantee of 1000 pounds per shipment. * Air/Air Service for DSCP					
3001AE	Singapore		422,079	Pound	\$0.00	\$0.00
	Non scheduled (ad hoc) shipments.					

Item Number	Supplies/Services		Est. Qty	Unit	Unit Price	Amount
3001AF	Okinawa		693,936	Pound	\$0.00	\$0.00
	Destinations: Camp Kinser, Okinawa (DeCA) Kadena Camp Foster Camp Courtney *Air/Ferry Service for DeCA					
	WEIGHT IN POUNDS	PRICE PER LB				
	01 - 2999	\$0.00				
	3000- 3999	\$0.00				
	4000 - 4999	\$0.00				
	5000 - 5999	\$0.00				
	6000 +	\$2.25				
3002	Ad hoc Shipments					\$0.00
	All non scheduled shipments of Fresh Fruits and Vegetables will be shipped under this CLIN. Originations: West Coast of the United States Destination: Pacific locations not specifically identified in the contract. All shipments will be discounted at 50% off the commercial rate.					
3003	Dry Subsistence			Pound		\$0.00
	Scheduled and Ad hoc delivers of "Dry Subsistence" IAW the attached PWS.					
3003AA	Japan		168,477	Pound	\$0.00	\$0.00
	Minimum guarantee of 200 pounds per shipment.					
3003AB	Singapore		327,932	Pound	\$0.00	\$0.00
	Minimum guarantee of 200 pounds per shipment.					
3003AC	Guam		124,596	Pound	\$0.00	\$0.00
	Minimum guarantee of 200 pounds per shipment.					
3004	Destructive Services					\$0.00
	Reimbursement of Destructive Services in Korea for infested shipments. Receipts for destructive services must be submitted with invoices IAW PWS PARA 1.2.3.3					